

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

SINGER NY, LLC,	:	Civil Action No. 2:18-cv-03430
	:	
Plaintiff,	:	
	:	
v.	:	SO ORDERED STIPULATION
	:	
CODY LEWIS,	:	OF SETTLEMENT
	:	
Defendant.	:	
	:	
	:	

THIS STIPULATION OF SETTLEMENT (“Stipulation”) is made and entered by Plaintiff Singer NY, LLC (“Plaintiff”) and Defendant Cody Lewis (“Defendant”) (collectively “Parties”).

WHEREAS, Plaintiff filed suit on or about March 12, 2018, in the matter known as “*Singer NY, LLC v. Cody Lewis*” in United States District Court, District of New Jersey, Civil Action No. 2:18-cv-03430 (the “Civil Action”);

WHEREAS, in order to avoid the burden, expense, and delay of litigation, the Parties desire to settle the Civil Action;

NOW THEREFORE, it is hereby agreed by the Parties that a Permanent Injunction is issued and Defendant Cody Lewis is immediately enjoined from:

1. Directly or indirectly soliciting, servicing, contacting, diverting, taking away or interfering with, or aiding the solicitation, servicing, contacting, diverting, taking away or interfering with, any of Singer's customers or prospective customers that he directly or indirectly serviced, solicited, or learned Singer Information regarding, while employed at Singer, for the purpose of selling goods or performing services in competition with Singer, or inducing the customers or prospective customers to cease doing business with Singer ("Restricted Entities"). Neither Defendant, nor the Sam Tell Companies, will use Defendant to solicit the "Restricted Entities." Defendant cannot communicate with the customers directly or indirectly, by any means, including by phone, email, text, social media or in person. Defendant cannot direct or instruct others, or in any way be involved with the direction or instruction of salespeople from the Sam Tell Companies to solicit business from the "Restricted Entities." This includes coaching others on the name and location of the accounts, providing the names or information regarding contacts to speak to in the accounts, describing products the accounts purchase or are interested in purchasing, communicating pricing information or guidance related to the accounts, communicating buying habits or purchasing information related to the accounts, revealing issues or concerns that the accounts may have had with Singer, or any information regarding the accounts gained while working at Singer; and

2. Using or disclosing any confidential business information of Singer as identified in paragraph 2 of Defendant's employment agreement with Singer ("Singer Information"); and

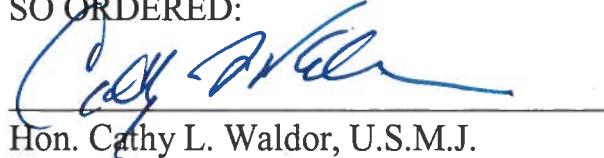
3. Soliciting, contacting, diverting, encouraging, or inducing, or aiding in the solicitation, contacting, diverting, encouragement, or inducement of any person who is an employee, associate, consultant, agent, or representative of Singer to leave the employ of Singer; and

4. Nothing in this Stipulation shall prohibit Defendant from supervising any Sam Tell employee currently contacting or servicing a customer that both Sam Tell and Singer service so long as such customer is not among the Restricted Entities, as defined above, and Defendant does not use or disclose any Singer Information, as defined in paragraph 2 above, in so doing.

5. The terms of Paragraphs 1, 3 and 4 of this Stipulation shall last eighteen (18) months from April 9, 2018; and the terms of Paragraph 2 of this Stipulation shall last forever.

6. The parties consent to the jurisdiction of the Hon. Cathy Waldor, U.S.M.J under 28 U.S.C. § 636 *to enforce the Settlement.*

SO ORDERED:



Hon. Cathy L. Waldor, U.S.M.J.

Dated: *April 13, 2017*

By: /s/ Michael D. Hall

Michael D. Hall
Buchanan Ingersoll & Rooney PC
550 Broad Street, Suite 810
Newark, New Jersey 07102
Attorneys for Plaintiff Singer NY LLC

Date: April 12, 2018

By: /s/ Steven J. Harfenist

Steven J. Harfenist, Esq.
Harfenist Kraut & Perlstein, LLP
3000 Marcus Avenue, Suite 2E1
Lake Success, New York 11042
Attorneys for Defendant Cody Lewis

Date: April 12, 2018